

CHAPTER 10
ADDENDUM 3

PARTICIPATION AGREEMENT FOR CERTIFIED MARRIAGE AND
FAMILY THERAPISTS

NAME OF CERTIFIED MARRIAGE AND FAMILY THERAPIST

OFFICE ADDRESS:

TELEPHONE

CHAMPUS PROVIDER BILLING NO.

ARTICLE 1

RECITALS

1.1 IDENTIFICATION OF PARTIES

This Participation Agreement is between the United States of America through the Department of Defense, TRICARE Management Activity (hereinafter TMA), a field activity of the Office of the Secretary of Defense, the administering activity for the TRICARE Management Activity (hereinafter TMA) and _____, doing business as _____, (hereinafter designated certified marriage and family therapist).

1.2 AUTHORITY FOR CERTIFIED MARRIAGE AND FAMILY THERAPISTS AS AUTHORIZED PROVIDERS

32 Code of Federal Regulations Part 199 provides for cost-sharing of services provided by certified marriage and family therapists under certain conditions.

1.3 PURPOSE OF PARTICIPATION AGREEMENT

The purpose of this participation agreement is to:

- (a) Establish the undersigned certified marriage and family therapist as an authorized provider of mental health services;
- (b) Establish the terms and conditions that the undersigned certified marriage and family therapist must meet.

1.4 BILLING NUMBER

The certified marriage and family therapists' billing number for all mental health services rendered is the certified marriage and family therapist's social security number or employer's identification number(EIN). This billing number must be used until the provider is officially notified by TMA of a change. The certified marriage and family therapist's number is shown on the face sheet of this agreement. It is the only billing number that will be accepted by TMA claims processors after the effective date of this agreement for becoming an authorized certified marriage and family therapist.

ARTICLE 2

PERFORMANCE PROVISIONS

2.1 GENERAL AGREEMENT

The certified marriage and family therapist agrees to render medically necessary and appropriate covered mental health services within the scope of his practice and licensure to eligible beneficiaries as required by this participation agreement and the [32 CFR 199.6](#). The terms and conditions of [32 CFR 199.6](#) applicable to the participation or treatment of beneficiaries by the certified marriage and family therapist are incorporated herein by reference.

2.2 LICENSURE AND CERTIFICATION REQUIREMENTS

The certified marriage and family therapist certifies and attaches hereto documentation that:

- (a) He/she is now licensed or certified to practice as a marriage and family therapist by the state in which practicing; or
- (b) If practicing in a state which does not provide specific licensure or certification, the certified marriage and family therapist must be certified by or be eligible for full clinical membership in the American Association for Marriage and Family Therapy; and
- (c) He/she has a recognized graduate professional education with a minimum of an earned master's degree from a accredited educational institution in an appropriate behavioral science field, mental health discipline; and
- (d) He/she has the following experience:
 - (1) Either 200 hours of approved supervision in the practice of marriage and family counseling, ordinarily to be completed in a 2- to 3-year period, of which at least 100 hours must be in individual supervision. This supervision will occur preferably with more than one supervisor and should include a continuous process of supervision with at least three cases; and
 - (2) 1,000 hours of clinical experience in the practice of marriage and family counseling under approved supervision, involving at least 50 different cases; or
 - (3) 150 hours of approved supervision in the practice of psychotherapy, ordinarily to be completed in a 2-to 3-year period, of which at least 50 hours must be individual supervision; plus at least 50 hours of approved individual supervision in the practice of marriage and family counseling, ordinarily to be completed within a period of not less than 1 nor more that 2 years; and
 - (4) 750 hours of clinical experience in the practice of psychotherapy under approved supervision involving at least 30 cases; plus at least 250 hours of clinical practice in marriage and family counseling under approved supervision, involving at least 20 cases.

2.3 The certified marriage and family therapist agrees that, having an exclusive election to participate as certified marriage and family therapist, he or she will not be authorized in any other category of extramedical provider, either during or subsequent to the period this agreement is in effect.

ARTICLE 3

PAYMENT PROVISIONS

3.1 DETERMINED ALLOWABLE CHARGE

The determined allowable charge is the maximum amount that can be authorized for

services rendered by an authorized individual professional provider of care. The determined allowable charge is determined following the provisions set forth in [32 CFR 199.14](#).

3.2 DETERMINED ALLOWABLE CHARGE AS PAYMENT IN FULL

The certified marriage and family therapist agrees to accept the determined allowable charge as payment in full for services rendered to beneficiaries, except for applicable deductible and cost-shares.

3.3 HOLD HARMLESS

The certified marriage and family therapist agrees to hold eligible beneficiaries harmless for non-covered care (i.e., certified marriage and family therapist may not bill a beneficiary for non-covered care and may not balance bill the beneficiary for amounts above the determined allowable charge).

ARTICLE 4

TERM, TERMINATION AND AMENDMENT

4.1 TERM

The term of this agreement shall begin on the date this agreement is signed and shall continue in effect until terminated by either party.

4.2 TERMINATION OF AGREEMENT BY TMA

The Executive Director, TMA, or designee, may terminate this agreement upon written notice, for cause, if the certified marriage and family therapist is found not to be in compliance with the provisions set forth in [32 CFR 199.6](#), or is determined to be subject to the administrative remedies involving fraud, abuse, or conflict of interest as set forth in [32 CFR 199.9](#). Such written notice of termination shall be an initial determination for purposes of the appeal procedures set forth in [32 CFR 199.10](#).

4.3 TERMINATION OF AGREEMENT BY THE CERTIFIED MARRIAGE AND FAMILY THERAPIST

The certified marriage and family therapist may terminate this agreement by giving the Executive Director, TMA, or designee, written notice of such intent to terminate at least 60 days in advance of the effective date of termination. Effective the date of termination, the certified marriage and family therapist will no longer be recognized as an authorized provider, and reinstatement shall be disallowed for any other category of extramedical individual provider. Subsequent to termination, the certified marriage and family therapist may only be reinstated as an authorized extramedical provider by entering into a new participation agreement as a certified marriage and family therapist.

4.4 AMENDMENT BY TMA

(a) The Executive Director, TMA, or designee, may amend the terms of this participation agreement by giving 120 days notice in writing of the proposed amendment(s)

except when necessary to amend this agreement from time to time to incorporate changes to the 32 CFR 199. When changes or modifications to this agreement result from changes to the 32 CFR 199 through rulemaking procedures, the Executive Director, TMA, or designee, is not required to give 120 days written notice. Any such changes to 32 CFR 199 shall automatically be incorporated herein on the date the regulation amendment is effective.

(b) The certified marriage and family therapist, not wishing to accept the proposed amendment(s), including any amendment resulting from changes to the 32 CFR 199 accomplished through rulemaking procedures, may terminate its participation as provided for in this Article. However, if the certified marriage and family therapist notice of intent to terminate its participation is not given at least 60 days prior to the effective date of the proposed amendment(s), then the proposed amendment(s) shall be incorporated into this agreement for services furnished by the certified marriage and family therapist between the effective date of the amendment(s) and the effective date of termination of this agreement.

ARTICLE 5

EFFECTIVE DATE

5.1 DATE SIGNED

This participation agreement is effective on the date signed by the Executive Director, TMA, or designee.

TMA

Certified Marriage and Family Therapist

By: Typed Name and Title.

By: Typed Name and Title

Executed on _____, 19__